

For KCC Use:
Effective Date: _____
District # _____
SGA? Yes No

KANSAS CORPORATION COMMISSION 1366622
OIL & GAS CONSERVATION DIVISION

Form C-1
March 2010

Form must be Typed
Form must be Signed
All blanks must be Filled

NOTICE OF INTENT TO DRILL

Must be approved by KCC five (5) days prior to commencing well

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Expected Spud Date: _____
month day year

OPERATOR: License# _____
Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____
Contact Person: _____
Phone: _____

CONTRACTOR: License# _____
Name: _____

Well Drilled For:	Well Class:	Type Equipment:
<input type="checkbox"/> Oil	<input type="checkbox"/> Enh Rec	<input type="checkbox"/> Infield
<input type="checkbox"/> Gas	<input type="checkbox"/> Storage	<input type="checkbox"/> Pool Ext.
	<input type="checkbox"/> Disposal	<input type="checkbox"/> Wildcat
<input type="checkbox"/> Seismic ; _____ # of Holes	<input type="checkbox"/> Other	<input type="checkbox"/> Mud Rotary
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Air Rotary
		<input type="checkbox"/> Cable

If OWWO: old well information as follows:

Operator: _____
Well Name: _____
Original Completion Date: _____ Original Total Depth: _____

Directional, Deviated or Horizontal wellbore? Yes No
If Yes, true vertical depth: _____
Bottom Hole Location: _____
KCC DKT #: _____

Spot Description: _____
_____ - _____ - _____ Sec. _____ Twp. _____ S. R. _____ E W
(Q/Q/Q/Q) _____ feet from N / S Line of Section
_____ feet from E / W Line of Section
Is SECTION: Regular Irregular?

(Note: Locate well on the Section Plat on reverse side)

County: _____
Lease Name: _____ Well #: _____
Field Name: _____
Is this a Prorated / Spaced Field? Yes No
Target Formation(s): _____
Nearest Lease or unit boundary line (in footage): _____
Ground Surface Elevation: _____ feet MSL
Water well within one-quarter mile: Yes No
Public water supply well within one mile: Yes No
Depth to bottom of fresh water: _____
Depth to bottom of usable water: _____
Surface Pipe by Alternate: I II
Length of Surface Pipe Planned to be set: _____
Length of Conductor Pipe (if any): _____
Projected Total Depth: _____
Formation at Total Depth: _____
Water Source for Drilling Operations:
 Well Farm Pond Other: _____
DWR Permit #: _____
(Note: Apply for Permit with DWR)
Will Cores be taken? Yes No
If Yes, proposed zone: _____

AFFIDAVIT

The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 et. seq.

It is agreed that the following minimum requirements will be met:

1. Notify the appropriate district office **prior** to spudding of well;
2. A copy of the approved notice of intent to drill **shall be** posted on each drilling rig;
3. The minimum amount of surface pipe as specified below **shall be set** by circulating cement to the top; in all cases surface pipe **shall be set** through all unconsolidated materials plus a minimum of 20 feet into the underlying formation.
4. If the well is dry hole, an agreement between the operator and the district office on plug length and placement is necessary **prior to plugging**;
5. The appropriate district office will be notified before well is either plugged or production casing is cemented in;
6. If an ALTERNATE II COMPLETION, production pipe shall be cemented from below any usable water to surface within **120 DAYS** of spud date. Or pursuant to Appendix "B" - Eastern Kansas surface casing order #133,891-C, which applies to the KCC District 3 area, alternate II cementing must be completed within 30 days of the spud date or the well shall be plugged. **In all cases, NOTIFY district office** prior to any cementing.

Submitted Electronically

<p>For KCC Use ONLY</p> <p>API # 15 - _____</p> <p>Conductor pipe required _____ feet</p> <p>Minimum surface pipe required _____ feet per ALT. <input type="checkbox"/> I <input type="checkbox"/> II</p> <p>Approved by: _____</p> <p>This authorization expires: _____ (This authorization void if drilling not started within 12 months of approval date.)</p> <p>Spud date: _____ Agent: _____</p>
--

Remember to:

- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
- File Drill Pit Application (form CDP-1) with Intent to Drill;
- File Completion Form ACO-1 within 120 days of spud date;
- File acreage attribution plat according to field proration orders;
- Notify appropriate district office 48 hours prior to workover or re-entry;
- Submit plugging report (CP-4) after plugging is completed (within 60 days);
- Obtain written approval before disposing or injecting salt water.
- If well will not be drilled or permit has expired (See: authorized expiration date) please check the box below and return to the address below.

Well will not be drilled or Permit Expired Date: _____
Signature of Operator or Agent:

E
 W

For KCC Use ONLY

API # 15 - _____

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator: _____

Lease: _____

Well Number: _____

Field: _____

Number of Acres attributable to well: _____

QTR/QTR/QTR/QTR of acreage: _____ - _____ - _____ - _____

Location of Well: County: _____

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Sec. _____ Twp. _____ S. R. _____ E W

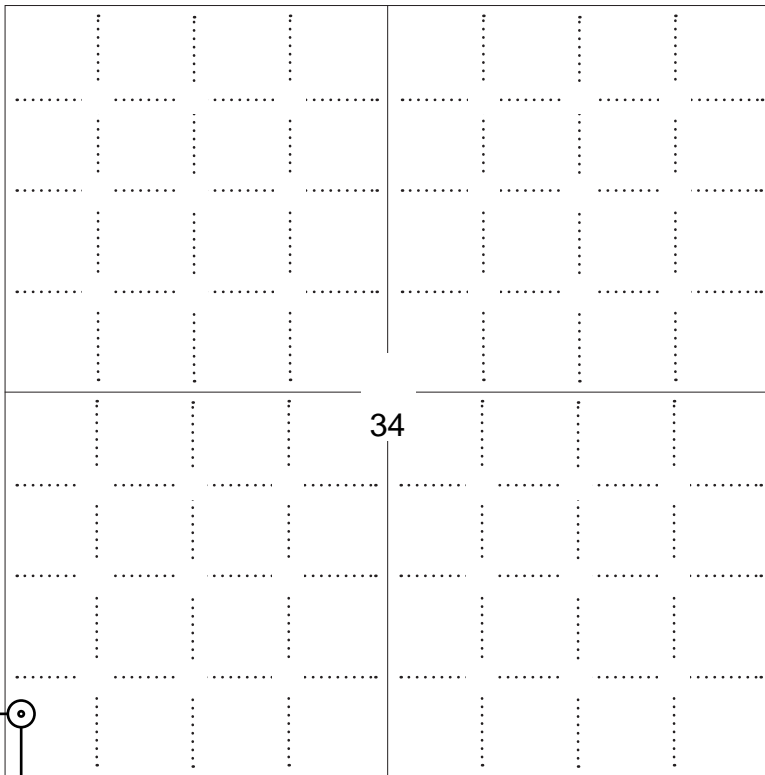
Is Section: Regular or Irregular

If Section is Irregular, locate well from nearest corner boundary.

Section corner used: NE NW SE SW

PLAT

Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032). You may attach a separate plat if desired.



LEGEND

- Well Location
- Tank Battery Location
- Pipeline Location
- Electric Line Location
- Lease Road Location



NOTE: In all cases locate the spot of the proposed drilling locaton.

438 ft.

In plotting the proposed location of the well, you must show:

1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
3. The distance to the nearest lease or unit boundary line (in footage).
4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).
5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.

APPLICATION FOR SURFACE PIT

Submit in Duplicate

Operator Name: _____		License Number: _____	
Operator Address: _____			
Contact Person: _____		Phone Number: _____	
Lease Name & Well No.: _____		Pit Location (QQQQ): _____-_____-_____-_____	
Type of Pit: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>		Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>	
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No		Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
How is the pit lined if a plastic liner is not used?			
Pit dimensions (all but working pits): _____ Length (feet) _____ Width (feet) <input type="checkbox"/> N/A: Steel Pits Depth from ground level to deepest point: _____ (feet) <input type="checkbox"/> No Pit			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.	
Distance to nearest water well within one-mile of pit: _____ feet Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: <input type="checkbox"/> measured <input type="checkbox"/> well owner <input type="checkbox"/> electric log <input type="checkbox"/> KDWR	
Emergency, Settling and Burn Pits ONLY: Producing Formation: _____ Number of producing wells on lease: _____ Barrels of fluid produced daily: _____ Does the slope from the tank battery allow all spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ Drill pits must be closed within 365 days of spud date.	
Submitted Electronically			

KCC OFFICE USE ONLY			
<input type="checkbox"/> Liner <input type="checkbox"/> Steel Pit <input type="checkbox"/> RFAC <input type="checkbox"/> RFAS			
Date Received: _____ Permit Number: _____ Permit Date: _____ Lease Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> No			

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License # _____
Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____
Contact Person: _____
Phone: (_____) _____ Fax: (_____) _____
Email Address: _____

Well Location:
____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West
County: _____
Lease Name: _____ Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I Submitted Electronically

For KCC Use ONLY

API # 15 - _____

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator: Mai Oil Operations, Inc.
 Lease: Morgenstern-Herres Trust
 Well Number: 1
 Field: McCauley

Location of Well: County: Barton
438 feet from N / S Line of Section
107 feet from E / W Line of Section
 Sec. 34 Twp. 17 S. R. 13 E W

Number of Acres attributable to well: _____
 QTR/QTR/QTR/QTR of acreage: _____ - _____ - _____ - _____

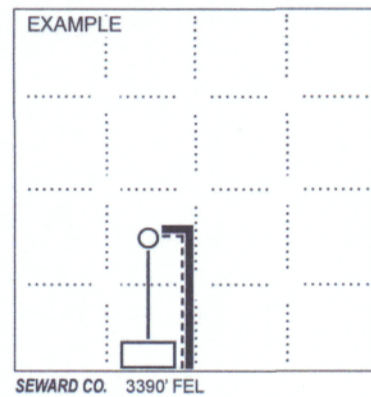
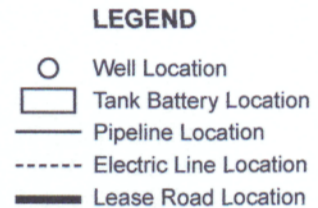
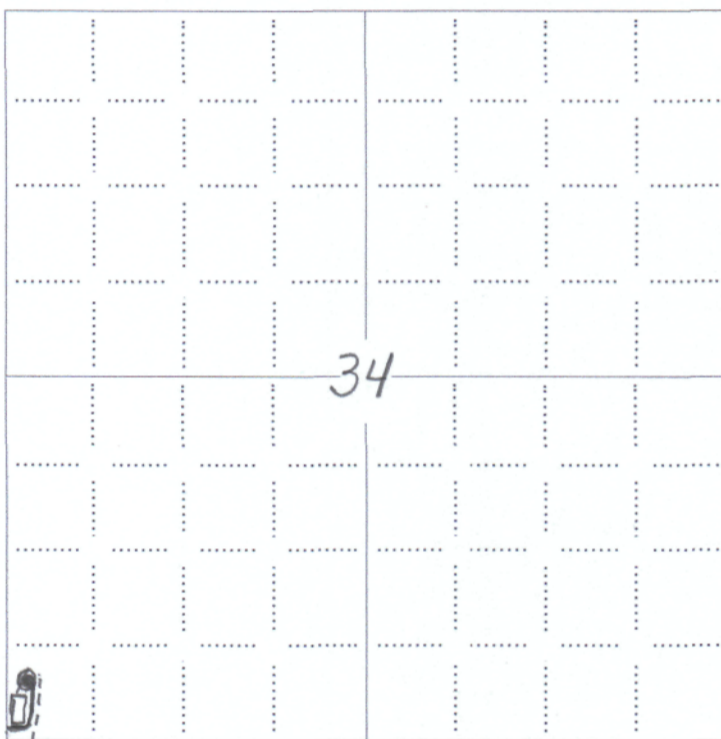
Is Section: Regular or Irregular

If Section is Irregular, locate well from nearest corner boundary.

Section corner used: NE NW SE SW

PLAT

Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032). You may attach a separate plat if desired.

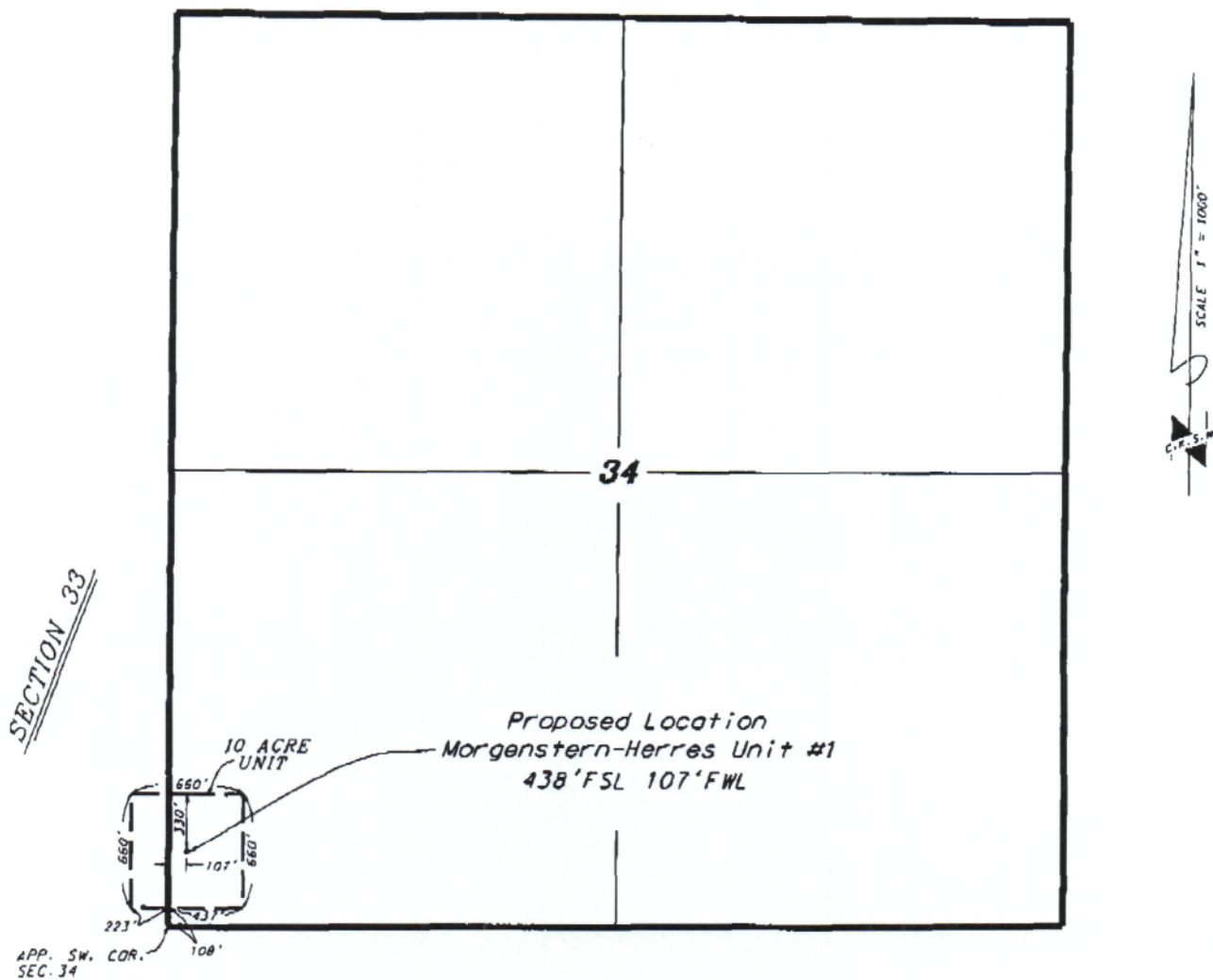


NOTE: In all cases locate the spot of the proposed drilling location.
 107' FWL

In plotting the proposed location of the well, you must show:

1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
3. The distance to the nearest lease or unit boundary line (in footage).
4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (CO-7 for oil wells; CG-8 for gas wells).
5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.

MAI OIL OPERATIONS, INC.
MORGENSTERN-HERRES UNIT LEASE
IN SW. 1/4, SECTION 34 AND IN SE. 1/4, SECTION 33, T17S, R13W
BARTON COUNTY, KANSAS



UNIT DESCRIPTION

That part of the Southwest Quarter of Section 34 and the Southeast Quarter of Section 33, Township 17 South, Range 13 West of the 6th Principal Meridian, Barton County, Kansas, described as follows:

Commencing at the southwest corner of said Section 34; thence on an assumed bearing of North, along the west line of the Southwest Quarter of said section, a distance of 108.00 feet to the point of beginning of the unit to be described; thence on a bearing of East a distance of 437.00 feet; thence on a bearing of North a distance of 660.00 feet; thence on a bearing of West a distance of 660.00 feet; thence on a bearing of South a distance of 660.00 feet; thence on a bearing of East a distance of 223.00 feet to the point of beginning.
The above described unit contains 10.0 acres.

* Controlling data is based upon the best maps and photographs available to us and upon a regular section of land containing 660 acres.
 * Approximate section lines were determined using the normal standards of care of oilfield surveyors practicing in the state of Kansas. The section corners, which establish the precise section lines, were not necessarily located, and the exact location of the oilfield location in the section is not guaranteed. Therefore, the operator, securing this service and occupying this plot, and all other parties relying thereon agree to hold Central Kansas Oilfield Services, Inc., its officers and employees harmless from all losses, costs and expenses and sole liabilities released from any liability from incidental or consequential damages.
 * Elevations derive from National Geodetic Vertical Datum.

Date September 6, 2017

CENTRAL KANSAS OILFIELD SERVICES, INC. (620)792-1977

OIL AND GAS LEASE



AGREEMENT, Made and entered into the 16 day of April, 2014 by and between Mary Ellen Herres, a widow

whose mailing address is 622 N. Vine St., Hoisington, KS 67544 hereinafter called Lessor (whether one or more), and MAST DRILLING, INC.

hereinafter called Lessee: Lessor, in consideration of One and O.V.C Dollars (\$ 1.00) in hand paid, receipt of which is here acknowledged and of the royalties herein provide and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured there from, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest,

therein situated in County of Barton State of Kansas described as follows to wit:

The Southeast Quarter (SE/4)

In Section 33, Township 17-S, Range 13-W and containing 160 Acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of 3 years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

Notwithstanding anything to the contrary contained herein, Lessee is hereby granted the exclusive option, to be exercised prior to the date on which this Lease or any portion thereof would expire in accordance with its terms and provisions, of extending this Lease for an additional period of three (3) years as to all of the acreage described herein that is expiring. The only action required by Lessee to exercise this option being payment to Lessor of an additional consideration of the sum of \$30.00 per net mineral acre so extended which payment shall cover the entire three (3) year extended primary term. Such tender shall be via check or sight draft mailed to or delivered to Lessor at the above address (or such other address as Lessor may hereinafter furnish Lessee via written notice). Should this option be exercised as herein provided it shall be considered for all purposes as though this Lease originally provided for a primary term of six (6) years. If this Lease is extended as to only a portion of the acreage then covered hereby, Lessee shall designate such portion by a recordable instrument.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when n lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 20 acres each in the event of an oil well to be square in size with the well located in the center of the unit, or into a units or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be traded as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage place in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

IN WITNESS WHEREOF, the undersigned execute this agreement as of the day and year first above written.

Witnesses:

Mary Ellen Herres (signature)

REGISTER OF DEEDS BARTON COUNTY, KS PPM MORRIS Book: 618 Page: 2648 Receipt #: 125151 Total Fees: \$12.00 Pages Recorded: 2 Date Recorded: 4/23/2014 3:55:18 PM

Index Numerical Cross DC Book Plat Book Military Book Att of the Book Scanned



REGISTER OF DEEDS
 PAM WORNKEY BARTON COUNTY, KS
 Book: 618 Page: 2646
 Receipt #: 125151 Total Fees: \$8.00
 Pages Recorded: 1
 Date Recorded: 4/23/2014 3:55:16 PM

**AFFIDAVIT OF POSSESSION
 FEE OWNER**

Description of lands: The Northeast Quarter (NE/4) and the Southeast Quarter (SE/4) of Section 33, Township 17S, Range 13 West (33-17-13), 320 acres more or less

situated in Barton County, State of Kansas.

IN EVERY EVENT THIS AFFIDAVIT TO BE EXECUTED BY LESSOR (Fee Owner)

The undersigned, of lawful age, being first duly sworn according to law, upon oath deposes and states: That the undersigned is the owner, or one of the owners, of and holds possession of the above-described premises; Affiant further says that the actual exclusive, absolute and unchallenged possession of the said premises, at the present time, is in affiant and his co-owners, if any, as the fee owner(s) of record, save and except possession in

which is given to said tenant(s) by the undersigned fee owner solely for the purposes of agriculture and cultivating said land, and for grazing purposes.

Mary Ellen Herres
 Mary Ellen Herres

Affiant

ACKNOWLEDGEMENT

State of Kansas
 County of Barton

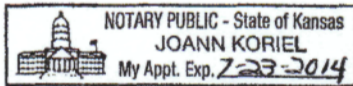
BE IT REMEMBERED, that on this 21st day of April, 2014, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came

Mary Ellen Herres
 who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Joann Koriel
 Notary Public

My commission expires: _____
 (SEAL)



Index N
 Numerical SW
 Cross _____
 DC Book _____
 Plat Book _____
 Military Book _____
 Art of Inc Book _____
 Scanned SW



AFFIDAVIT OF NON-PRODUCTION AND NON-DEVELOPMENT

The undersigned, being first duly sworn, upon her/his oath, says:

That she is (cross out the line not applicable),

a. The owner in fee simple of the property covered hereby,

or, b. Sufficiently familiar with the property covered hereby,

and that he knows of his own knowledge that the statements hereafter made are true and correct as to the following described real estate situate in the County of Barton, State of Kansas, to-wit:

The Northeast Quarter (NE/4) and the Southeast Quarter (SE/4) of Section 33, Township 17S, Range 13 West (33-17-13), 320 acres more or less

That there is no production of oil, gas, or other minerals from the above-described lands at the present time, and that there has not been such production therefrom for at least 2 years prior to the date hereof.

That there are no operations for the development, drilling, or generally the setting up of any future production of oil, gas or other minerals being conducted on the above described lands at the present time, and that there have not been any such operations there-on for at least 2 years prior to the date thereof, and there are no unplugged wells.

Mary Ellen Herres
Mary Ellen Herres
Affiant

ACKNOWLEDGEMENT

State of Kansas
County of Barton ss.

BE IT REMEMBERED, that on this 21st day of April, 2014, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came _____

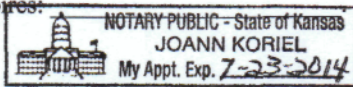
Mary Ellen Herres
who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Joann Koriel
Notary Public

Index N
Numerical SW
Gross _____
DC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned SW

My commission expires: _____
(SEAL)



Index SW
Numerical SW
Cross _____
DC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned _____



AFFIDAVIT OF LEASE EXTENSION

STATE OF TEXAS, COUNTY OF DALLAS, ss:

Kurt R. Mai, being first duly sworn upon oath, deposes and says:

1. MAST Drilling, Inc. is the owner and holder of an oil and gas lease from Marv Ellen Herres, a widow, lessor(s), to MAST Drilling, Inc., lessee, dated April 16, 2014 recorded in Book 618, page 2648, in the office of the Register of Deeds of Barton County Kansas, covering the following described property, to wit:

The Southeast Quarter (SE4) of Section 33-T17S-R13W in Barton County, Kansas

2. The parties agreed to extend the primary term of this lease for an additional three year(s) period to end on April 16th, 2020 in exchange for an additional lease bonus in the amount of \$30.00 per net mineral acre.
3. The \$30.00 per net mineral acre lease bonus was paid Mai Oil Operations, Inc. on a timely basis. As a result of the payment of the consideration called for by the extension, the primary term of the lease described hereinabove has been extended to six years.

AND FURTHER AFFIANT SAYS NOT.

Kurt R. Mai, President of Mai Oil Operations, Inc.

Subscribed and Sworn to me before the undersigned a notary public this 10 day of March, 2017.

Rebecca Passion- Notary Public

My appointment expires:



STATE OF TEXAS, COUNTY OF DALLAS, ss:

BE IT REMEMBERED that on this 10 day of March, 2017 before me, the undersigned, a notary public in and for the County and State aforesaid, came Kurt R. Mai, President of Mai Oil Operations, Inc., who is personally known to me to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Rebecca Passion- Notary Public

My appointment expires:





OIL AND GAS LEASE

AGREEMENT, Made and entered into the 12 day of May, 2014
 by and between Jerry L. Morgenstern and Lou Ann Morgenstern, Trustees as Trustees and their successors under the Jerry L. Morgenstern Trust dated May 5, 2005

whose mailing address is 1509 N. Alexander St., Hoisington, KS 67544 hereinafter called Lessor (whether one or more),
 and MAST DRILLING, INC.

hereinafter called Lessee:

Lessor, in consideration of One and O.V.C Dollars (\$ 1.00) in hand paid, receipt of which is here acknowledged and of the royalties herein provide and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest,

therein situated in County of Barton State of Kansas described as follows to wit:

The Southwest Quarter (SW/4) less and except the following tract: A 10 acre tract in square form, the center of which is the existing producing well located as follows: Location: T17S, R13W, Sec. 34 SE NE SW 1650' North, 2970' West, from SE corner

In Section 34, Township 17-S, Range 13-W and containing 150 Acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of 3 years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

Notwithstanding anything to the contrary contained herein, Lessee is hereby granted the exclusive option, to be exercised prior to the date on which this Lease or any portion thereof would expire in accordance with its terms and provisions, of extending this Lease for an additional period of three (3) years as to all of the acreage described herein that is expiring. The only action required by Lessee to exercise this option being payment to Lessor of an additional consideration of the sum of \$30.00 per net mineral acre so extended which payment shall cover the entire three (3) year extended primary term. Such tender shall be via check or sight draft mailed to or delivered to Lessor at the above address (or such other address as Lessor may hereinafter furnish Lessee via written notice). Should this option be exercised as herein provided it shall be considered for all purposes as though this Lease originally provided for a primary term of six (6) years. If this Lease is extended as to only a portion of the acreage then covered hereby, Lessee shall designate such portion by a recordable instrument.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a units or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be traded as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage place in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

IN WITNESS WHEREOF, the undersigned execute this agreement as of the day and year first above written.

Witnesses:
Jerry L. Morgenstern
JERRY L. MORGENSTERN

Lou Ann Morgenstern
LOU ANN MORGENSTERN

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AFFIDAVIT OF LEASE EXTENSION

STATE OF TEXAS, COUNTY OF DALLAS, ss:

Kurt R. Mai, being first duly sworn upon oath, deposes and says:

1. MAST Drilling, Inc. is the owner and holder of an oil and gas lease from Jerry L. Morgenstern and Lou Ann Morgenstern, as Trustees of the Jerry L. Morgenstern Trust dated May, 5, 2005, lessor(s), to MAST Drilling, Inc., lessee, dated May 12, 2014 recorded in Book 618, page 2636, in the office of the Register of Deeds of Barton County Kansas, covering the following described property, to wit:

The Southwest Quarter (SW4); LESS and EXCEPT a 10 acre tract square in form, the center being the existing producing well known as the Sausen #1 located in the SE4 NE4 SW4 of Section 34-T17S-R13W and more specifically located as follows: 1650' North, 2970' West from SE corner of Section 34-T17S-R13W, Barton County, Kansas.

2. The parties agreed to extend the primary term of this lease for an additional three (3) year(s) period to end on May 12th, 2020 in exchange for an additional lease bonus in the amount of \$30.00 per net mineral acre.
3. The \$30.00 per net mineral acre lease bonus was paid Mai Oil Operations, Inc. on a timely basis. As a result of the payment of the consideration called for by the extension, the primary term of the lease described hereinabove has been extended to six years.

AND FURTHER AFFIANT SAYS NOT.

Kurt R. Mai

Kurt R. Mai, President of Mai Oil Operations, Inc.

Subscribed and Sworn to me before the undersigned a notary public this 17 day of April, 2017.

Rebecca Passion

Rebecca Passion- Notary Public

My appointment expires:



STATE OF TEXAS, COUNTY OF DALLAS, ss:

BE IT REMEMBERED that on this 17 day of April, 2017 before me, the undersigned, a notary public in and for the County and State aforesaid, came Kurt R. Mai, President of Mai Oil Operations, Inc., who is personally known to me to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Rebecca Passion

Rebecca Passion- Notary Public

My appointment expires:



Conservation Division
266 N. Main St., Ste. 220
Wichita, KS 67202-1513



Phone: 316-337-6200
Fax: 316-337-6211
<http://kcc.ks.gov/>

Pat Apple, Chairman
Shari Feist Albrecht, Commissioner
Jay Scott Emler, Commissioner

Sam Brownback, Governor

September 13, 2017

Allen Bangert
Mai Oil Operations, Inc.
8411 PRESTON RD STE 800
DALLAS, TX 75225-5520

Re: Drilling Pit Application
Morgenstern-Herres Unit 1
SW/4 Sec.34-17S-13W
Barton County, Kansas

Dear Allen Bangert:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed **without slots**, the bottom shall be flat and reasonably level and the free fluids must be removed. The fluids are to be removed from the reserve pit as soon as the Hutchinson Salt section has been drilled through and displacement of the fluids into the reserve pit has occurred. The fluids should be removed again within 72 hours after drilling operations have ceased.

KEEP PITS away from draw/drainage.

If production casing is set all completion fluids shall be removed from the working pits daily. NO completion fluids or non-exempt wastes shall be placed in the reserve pit.

The fluids should be taken to an authorized disposal well. Please call the District Office at (785) 261-6250 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

A copy of this letter should be posted in the doghouse along with the approved Intent to Drill. If you have any questions or concerns please feel free to contact the District Office at (785) 261-6250.